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UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA

ALYSSA CHRISTIN,
Plaintiff,

v.

WALMART ASSOCIATES, INC,
Defendant.

Case No.: 1:24-cv-00619-KES-SAB

ORDER ENTERING STIPULATED
PROTECTIVE ORDER

(ECF No. 7)

The parties to this action have stipulated to the terms of this Protective
Order.

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I. Purpose Statement

A. Pursuant to Local Rule 141.1(c)(1) and (2), the parties anticipate that due to the nature of Plaintiff's claims and Defendant's defenses, discovery will, by definition, include personnel documents, records, confidential company documents, which include proprietary information and potential trade secrets, in addition to potentially third-party personnel information and other personnel information. This information is not otherwise available to the public, and the parties recognize and acknowledge that this information becoming available to the public could, among other things, be extremely valuable to Defendant's competitors. The parties also anticipate discovery on topics concerning Plaintiff's background, much of which shares the same confidential characteristics, including detailed medical information, Plaintiff's generalized background, personal documents, and other information concerning Plaintiff relating to Plaintiff's claims and Defendants' defenses. The parties state that the above descriptions are not intended to be an exhaustive list of all classes of information subject to this Stipulated Protective Order. Nothing in this Order shall require any party to produce any specific documents or category of documents which a party deems inappropriate for production. This statement is made in compliance with the requirements set forth in Local Rule 141.1(c)(1) and (2).

B. Pursuant to Local Rule 141.1(c)(3), the parties agree the details set forth below should be entered by court order, rather than as an agreement by and between the parties, because these terms will apply only to the immediate litigation. A protective order entered by the Court will outline procedures for the parties to follow to expeditiously resolve confidentiality and/or privilege disputes – ideally with minimal court involvement. A court order will govern potential discovery from third parties who are non-parties to the immediate litigation and may not otherwise be subject to a private agreement between the parties.

1 C. Pursuant to Local Rule 141.1(a)(1) and Local Rule 141.1(e), the
2 parties further acknowledge, as set forth below, that this Stipulated Protective
3 Order does not entitle them to file confidential information under seal; Civil
4 Local Rule 141 sets forth the procedures that must be followed and the standards
5 that will be applied when a party seeks permission from the court to file material
6 under seal.

7 **II. Definitions of Confidential Material**

8 A. “Confidential Materials” means any Documents, Testimony or
9 Information designated as “Confidential” pursuant to the provisions of this
10 Stipulated Protective Order. Confidential Material may consist of tangible things
11 that qualify for protection under Federal Rule of Civil Procedure 26(c) (or other
12 applicable federal, state, or foreign data protection laws or other privacy
13 obligations), and materials specified above in the Purpose Statement (Section I).

14 B. Entering into, agreeing to, and/or complying with the terms of
15 this Stipulated Protective Order shall not:

- 16 1. operate as an admission by any person that any particular
17 Document, Testimony or Information marked
18 “Confidential” contains or reflects trade secrets,
19 proprietary, confidential or competitively sensitive
20 business, commercial, financial or personal information;
21 or
- 22 2. prejudice in any way the right of any Party (or any other
23 person subject to the terms of this Stipulated Protective
24 Order):
 - 25 a. to seek a determination by the Court of whether any
26 particular Confidential Material should be subject to
27 protection as “Confidential” under the terms of this
28 Stipulated Protective Order; or

1 b. to seek relief from the Court on appropriate notice
2 to all other Parties to the Proceeding from any
3 provision(s) of this Stipulated Protective Order,
4 either generally or as to any particular Document,
5 Material or Information.

6 B. Certain information may compel alternative or additional
7 protections beyond those afforded a Confidential Material designation, in which
8 event the parties shall meet and confer in good faith, and, if unsuccessful, shall
9 move the Court for appropriate relief.

10 **III. Procedure for Designating Information as Confidential**

11 A. To designate information as confidential, the producing party
12 shall mark Confidential Material with the designation, "CONFIDENTIAL."
13 Parties shall submit confidential discovery responses, such as answers to
14 interrogatories or answers to requests for admissions, in a separate document
15 stamped with the appropriate legend designating those responses as Confidential
16 Material. The Receiving Party may make copies of Confidential Material and
17 such copies shall become subject to the same protections as the Confidential
18 Material from which those copies were made.

19 1. Information on a disk or other electronic format (e.g., a
20 native format production) may be designated
21 confidential by marking the storage medium itself (or
22 the native file's title) with the designation,
23 "CONFIDENTIAL." The Receiving Party shall mark
24 any hard-copy printouts and the storage medium of any
25 permissible copies of such electronic material with the
26 corresponding legend contained on the original and
27 such copies shall become subject to the same
28

1 protections, as the Confidential Material from which
2 those copies were made.

3 2. Information disclosed at any deposition of a party taken in
4 this action may be designated by the party as
5 confidential by indicating on the record at the
6 deposition that the information is confidential and
7 subject to the provisions of this Order. Alternatively,
8 the party may designate information disclosed at the
9 deposition as confidential by notifying the court
10 reporter and other parties in writing, within fifteen (15)
11 business days of receipt of the transcript, of the specific
12 pages and lines of the transcript which are designated
13 as confidential. The parties may agree to a reasonable
14 extension of the 15-business-day period for
15 designation. Designations of transcripts will apply to
16 audio, video, or other recordings of the testimony.
17 During such 15-business-day period, the entire
18 transcript shall receive confidential treatment. Upon
19 such designation, the court reporter and each party shall
20 affix the “CONFIDENTIAL.” designation to the
21 designated pages and segregate them as appropriate.

22 B. A producing party may change the confidentiality designation of
23 materials it has produced, as follows: (1) The producing party must give the
24 receiving parties notice of the change by identifying the documents or
25 information at issue. Once notice is given, the receiving party must make good-
26 faith efforts to ensure that the documents or information are accorded treatment
27 under the new designation. (2) Within a reasonable period after giving notice,
28 the producing party must reproduce the documents or information in a format

1 that contains the new designation. (3) If such information has been disclosed to
2 persons not qualified pursuant to Sections VI or VII below, the party who
3 disclosed such information shall (a) take reasonable efforts to retrieve previously
4 disclosed Confidential Material; (b) advise such persons that the material is
5 Confidential; and (c) give the producing party written assurance that steps (a) and
6 (b) have been completed.

7 C. Any Party to the Proceeding (or other person subject to the terms
8 of this Stipulation and Protective Order) may ask the Court, after appropriate
9 notice to the other Parties to the Proceeding, to modify or grant relief from any
10 provision of this Stipulation and Protective Order.

11 **IV. Data Security**

12 A. The Parties agree to provide adequate security to protect data
13 produced by the other party(ies) or by non-parties. This includes secure data
14 storage systems, established security policies, and security training for
15 employees, contractors and experts. Adequate security also includes such
16 measures as data encryption in transit, data encryption at rest, data access
17 controls, and physical security, whether hosted/outsourced to a vendor or on
18 premises. At a minimum, any receiving party subject to the terms of this
19 Confidentiality Order, will provide reasonable measures to protect non-client
20 data consistent with the American Bar Association Standing Committee on
21 Ethics and Professional Responsibility, Formal Opinion 477R.

22 **V. Clawback Provisions**

23 A. The production of privileged or work-product protected
24 documents, electronically stored information (ESI) or information, whether
25 inadvertent or otherwise, is not a waiver of the privilege or protection from
26 discovery in this case or in any other federal or state proceeding.

27 B. When a producing party gives notice to receiving parties that
28 certain inadvertently produced material is subject to a claim of privilege or other

1 protection, the obligations of the Receiving Parties are those set forth in Federal
2 Rule of Civil Procedure 26(b)(5)(B) and as agreed upon by the Parties and set
3 forth herein.

4 C. This Order shall be interpreted to provide the maximum
5 protection allowed by Federal Rule of Evidence (FRE) 502(d) and shall be
6 enforceable and granted full faith and credit in all other state and federal
7 proceedings by 28 U.S. Code § 1738. In the event of any subsequent conflict of
8 law, the law that is most protective of privilege and work product shall apply.

9 D. Nothing contained herein is intended to or shall serve to limit a
10 party's right to conduct a review of documents, ESI or information (including
11 metadata) for relevance, responsiveness and/or segregation of privileged and/or
12 protected information before production.

13 E. If the receiving party has reason to believe that a produced
14 document or other information may reasonably be subject to a claim of privilege,
15 then the receiving party shall immediately sequester the document or
16 information, cease using the document or information and cease using any work
17 product containing the information, and shall inform the producing party of the
18 beginning BATES number of the document or, if no BATES number is available,
19 shall otherwise inform the producing party of the information.

20 F. A producing party must give written notice to any receiving party
21 asserting a claim of privilege, work-product protection, or other ground for
22 reclaiming documents or information (a "clawback request"). After a clawback
23 request is received, the receiving party shall immediately sequester the document
24 (if not already sequestered) and shall not review or use that document, or any
25 work product containing information taken from that document, for any purpose.
26 The parties shall meet and confer regarding any clawback request.

27 **VI. Who May Receive Confidential and Highly Confidential**
28 **Information**

1 A. *Confidential Material.* Any Confidential Material and the
 2 information contained therein shall be disclosed only to the Court, its staff, in-
 3 house counsel and outside counsel of record for each party, and also shall be
 4 disclosed on a need-to-know basis only to the parties, counsel's staff personnel,
 5 employees of a party to whom disclosure is necessary in connection with the
 6 preparation for and trial of this action; any witnesses in the case (including
 7 consulting and testifying experts) as may from time to time reasonably be
 8 necessary in prosecution or defense of this action; mock jury participants,
 9 provided, however, that prior to the Disclosure of Confidential Materials to any
 10 such mock jury participant, counsel for the Party making the Disclosure shall
 11 deliver a copy of this Stipulation and Protective Order to such person, shall
 12 explain that such person is bound to follow the terms of such Order, and shall
 13 secure the signature of such person on a statement in the form attached hereto as
 14 Exhibit A; and any other person that the Designating Party agrees to in writing.

15 B. *Restriction on Disclosure to Direct Competitors.*
 16 Notwithstanding the foregoing, Confidential Material shall not be disclosed to
 17 any current or former employees of, or current or former consultants, advisors,
 18 or agents of, a direct competitor of any party named in the litigation. If a
 19 Receiving Party is in doubt about whether a particular entity is a direct competitor
 20 of a party named in this lawsuit, then before disclosing any Confidential Material
 21 to a current or former employee, consultant, advisor, or agent of that entity, the
 22 Receiving Party's counsel must confer with counsel for the Producing Party.

23 C. *Persons Receiving Confidential Information Must Sign Exhibit*
 24 A. Counsel for each party shall advise all persons to whom Confidential Material
 25 is disclosed pursuant to this Order of the existence of this Order and shall provide
 26 all such persons (other than the Court and its staff) with a copy of this Order.
 27 Counsel shall also require such persons to execute the Affidavit attached as
 28 Exhibit A, prior to the disclosure of Confidential Material.

1 D. *Duties in the Event of Unauthorized Disclosures.* It shall be the
2 obligation of counsel, upon learning of any unauthorized disclosure or threatened
3 unauthorized disclosure of Confidential Information, or any other breach or
4 threatened breach of the provisions of this Order, to promptly notify counsel for
5 the Producing Party. The notification shall be supplemented with reasonable
6 details of the circumstances of the disclosure in order to permit the producing
7 party to understand and take appropriate steps. Each party and its counsel agree
8 to take reasonable and good-faith efforts to contain or limit any breach promptly
9 upon receiving notice of it, and to make reasonable and good-faith attempts to
10 retrieve any unauthorized disclosure of documents or information. This
11 provision does not limit the producing party's entitlement to damages resulting
12 from any breach of this Order.

13 **VII. Authorized Uses of Confidential Material**

14 A. Confidential Material shall only be used for the purpose of
15 litigating the above-captioned lawsuit and may not be used in other lawsuits.

16 B. Persons having knowledge of Confidential Material and
17 information due to their participation in the conduct of this litigation shall use
18 such knowledge and information only as permitted herein, and shall not disclose
19 such Confidential Material, their contents or any portion or summary thereof to
20 any person(s) not involved in the conduct of this litigation.

21 C. If any person having access to the Confidential Material herein
22 shall violate this Order, he/she may be subject to sanctions by the Court and may
23 be liable to pay for the damages caused by his/her violation.

24 **VIII. Challenges to the Designation of Confidential Material**

25 A. Any party or interested member of the public may move the
26 Court to modify the designation of any documents or information produced in
27 this litigation (either to include additional protection with respect to
28 confidentiality or to remove a confidential designation). Before making such a

1 motion, the party or an interested member of the public shall first attempt to
2 resolve such dispute with the producing party's counsel. Pending resolution of
3 any challenges to the designation of documents or information, the material at
4 issue shall continue to be treated as Confidential Material until ordered otherwise
5 by the Court. The burden shall be on the party seeking to enforce the designation
6 to show that the producing party's designation is appropriate.

7 **IX. Withholding of Information**

8 *A. Non-relevant Attachments.* The parties will not produce non-
9 relevant attachments that are attached to relevant emails. When an attachment is
10 withheld, either for privilege or non-responsiveness, the producing party shall
11 produce a one-page TIFF image (or PDF if production format dictates) in place
12 of the withheld attachment, correspondingly stating "Attachment Withheld-
13 Privileged" or "Attachment Withheld-Nonresponsive" and bearing a sequential
14 BATES number within the family BATES range. If any attachment to an email
15 contains responsive content, then the cover email shall be produced for context,
16 regardless of the cover email's responsiveness. The cover email may be redacted
17 in part to remove sensitive information, as described below.

18 *B. Redactions.* The parties may redact (1) information that is
19 privileged or protected from discovery as work product or by reason of any other
20 applicable privilege or immunity; (2) information subject to non-disclosure
21 obligations imposed by governmental authorities, law or regulation (e.g.,
22 protected personal information); and (3) sensitive, non-relevant information,
23 including but not limited to personally identifiable information, trade secrets, or
24 information regarding products, data, or people. Privilege redactions will state,
25 over the redacted portion, "Redacted-Privileged," and all other redactions will
26 state, "Redacted-Nonresponsive." The parties will produce redacted documents
27 in TIFF format (or searchable PDF if production format dictates; or in native
28 format for file types that do not convert well to TIFF/PDF, such as Excel files)

1 with corresponding searchable OCR text and the associated metadata for the
2 document, ensuring the redacted content is fully protected from disclosure.

3 **X. Confidential Material In Filings, Hearings, and Trial**

4 *A. Confidential Material in Filings.* Without written permission
5 from the Producing Party or court order secured after appropriate notice to all
6 interested persons, a party may not file Confidential Material in the public record
7 in this action (or in any other action, such as an appeal). A party that seeks to file
8 under seal any Confidential Material must comply with Eastern District of
9 California Local Civil Rules, Rule 141, *et. seq.* Confidential Material may only
10 be filed under seal in a manner prescribed by the Court for such filings.

11 *B. Manner of Sealing.* In the event Confidential Materials or
12 portions of transcripts are sealed as confidential by the Court or as above, they
13 shall be filed in an envelope bearing the following designation when deposited:

14 **CONFIDENTIAL**

15 IN ACCORDANCE WITH THE
16 CONFIDENTIALITY ORDER OF THE COURT,
17 THE CONTENTS OF THIS ENVELOPE SHALL BE
18 TREATED AS CONFIDENTIAL AND MUST NOT
19 BE SHOWN TO A PERSON OTHER THAN THE
20 COURT, ATTORNEYS IN THIS CASE, OR TO
21 PERSONS ASSISTING THOSE ATTORNEYS.

22 *C. Confidential Material in Hearings and Trial.* The provisions of
23 this Order shall not affect, and this Order does not limit, the *admissibility* of
24 Confidential Material (or references to that material) as evidence at trial, or
25 during a hearing or similar proceeding in this action. Prior to using Confidential
26 Material or the information contained therein at any hearing that is open to the
27 public, the party seeking to use the Confidential Material must give at least seven
28 (7) days advance notice to the producing party of the intent to use the Confidential
Material so that the producing party may seek an appropriate Court Order to
protect the Confidential Material.

XI. Continuing Effect of this Order and Duty to Destroy

A. This Order shall continue to be binding throughout and after the conclusion of this litigation, including all appeals. Within thirty (30) days of settlement or final adjudication, including the expiration or exhaustion of all rights to appeal or petitions for extraordinary writs, each party or non-party to whom any materials were produced shall, without further request or direction from the Producing Party, promptly destroy all documents, items or data received including, but not limited to, copies or summaries thereof, in the possession or control of any expert or employee. This requirement to destroy includes all documents, not only those documents designated as Confidential Material. Notwithstanding this provision, outside counsel and Plaintiff's counsel are entitled to retain an archival copy of correspondence, discovery, filings, depositions, and deposition exhibits.

XII. Procedure if Confidential Material Is Required to be Produced

A. If any person receiving documents covered by this Order is served with a subpoena, order, interrogatory, or document or civil investigative demand (collectively, a "Demand") issued in any other action, investigation, or proceeding, and such Demand seeks material that was produced or designated as Confidential Material by someone other than the Receiving Party, the Receiving Party shall give prompt written notice by hand or electronic transmission within five (5) business days of receipt of such Demand to the party or non-party who produced or designated the material as Confidential Material, and shall object to the production of such materials on the grounds of the existence of this Order. At the request of the party or non-party who produced or designated the material as Confidential Material, the Receiving Party shall refuse to comply with the Demand unless (a) ordered to do so by a court with jurisdiction over the Receiving Party; or (b) released in writing by the party or non-party who designated the material as Confidential Material. The burden of opposing the

1 enforcement of the Demand shall fall upon the party or non-party who produced
2 or designated the material as Confidential Material. Compliance by the
3 Receiving Party with any order of a court of competent jurisdiction, directing
4 production of any Confidential Material, shall not constitute a violation of this
5 Order.

6 **XIII. Application of this Order to Productions by Third Parties**

7 A. This Order may be used by third parties producing documents in
8 connection with this action. Third parties may designate information as
9 Confidential.

10 B. If a third party produces (or intends to produce) documents and
11 does not designate (or does not intend to designate) those documents as
12 Confidential Material, then any party to this action may seek to designate that
13 third party's documents or categories of documents as Confidential Material. In
14 that case, it will be the burden of the party seeking protected status to move for a
15 court order designating the materials as Confidential Material after the parties
16 confer.

17 C. In the event additional parties join or intervene in this litigation,
18 the newly joined party(ies) shall not have access to Confidential Material until
19 its/their counsel has executed and, at the request of any party, filed with the Court
20 the agreement of such party(ies) and such counsel to be fully bound by this Order.

21 D. The parties agree that nothing in this Order shall be deemed to
22 limit the extent to which counsel for the parties may advise or represent their
23 respective clients, conduct discovery, prepare for trial, present proof at trial,
24 including any document designated Confidential Material as set forth herein, or
25 oppose the production or admissibility of any information or documents which
26 have been requested.

27 E. This Order shall remain in full force and effect until such time as
28 it is modified, amended, or rescinded by the Court.

EXHIBIT A TO CONFIDENTIALITY ORDER

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

ALYSSA CHRISTIN, an individual,
Plaintiff,

vs.

WALMART ASSOCIATES, INC. a
Delaware corporation, and DOES 1
through 30, inclusive,
Defendant.

Case No.: 1:24-cv-00619-KES-
SAB

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

Removal Filed: May 24, 2024
Action Filed: April 5, 2024

AFFIDAVIT OF COMPLIANCE WITH CONFIDENTIALITY ORDER

1. My name is _____. I live at _____.
I am working on behalf (or at the direction and engagement) of _____.

2. I am aware that a Confidentiality Order has been entered in the above-captioned lawsuit. A copy of this Confidentiality Order has been given to me, and I have read and understand the provisions of same.

3. I acknowledge that documents and information designated as confidential and/or highly confidential pursuant to such Confidentiality Order ("Confidential Materials") are being disclosed to me only upon the conditions that I agree (a) to be subject to the jurisdiction of this Court, and (b) to comply with that Order.

4. I hereby agree to abide by such Order, subject to all penalties prescribed therein, including contempt of Court, for disobedience of said Order. I promise that the documents and information given confidential treatment under the Confidentiality Order entered in this case will be used by me only to assist counsel for the parties in preparing for litigation of the above-captioned matter. I understand that any use of such Confidential Material in any manner contrary

1 to the provisions of the Confidentiality Order may subject me to the sanctions of
2 this Court for contempt and to liability for any damages caused by my breach of
3 the Confidentiality Order.

4 5. I shall not disclose nor permit to be reviewed or copied said
5 Confidential Materials, or any information derived from, by any person other
6 than the parties and counsel for the parties or members of their staff.

7 6. Within 30 days after the above-captioned lawsuit ends in a final non-
8 appealable order, I agree to destroy all Confidential Materials in my possession.

9 DATED: _____, 20____

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11 _____
12 Signature

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14 _____
15 Printed Name
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17 **Page 2**

18 **Exhibit A, Affidavit of Compliance with Confidentiality Order**
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COURT ORDER ENTERING STIPULATED PROTECTIVE ORDER

Pursuant to the stipulation of the parties, IT IS HEREBY ORDERED that:

1. The above stipulated protective order is entered;
2. The parties are advised that pursuant to the Local Rules of the United States District Court, Eastern District of California, any documents which are to be filed under seal will require a written request which complies with Local Rule 141;
3. The party making a request to file documents under seal shall be required to show either good cause or compelling reasons to seal the documents, depending on the type of filing, Pintos v. Pacific Creditors Ass'n, 605 F.3d 665, 677-78 (9th Cir. 2009); Ctr. for Auto Safety v. Chrysler Grp., LLC, 809 F.3d 1092, 1101 (9th Cir. 2016); and
4. If a party's request to file Protected Material under seal is denied by the Court, then the previously filed material shall be immediately accepted by the court and become information in the public record and the information will be deemed filed as of the date that the request to file the Protected Information under seal was made.

IT IS SO ORDERED.

Dated: **September 9, 2024**



UNITED STATES MAGISTRATE JUDGE